BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS FOR PROJECTS HAVING A PUBLIC WORKS AGREEMENT

1.0   GENERAL REQUIREMENTS

    1.1   <u>Coverages Required</u>: Unless otherwise required by any Special Conditions, the Applicant, as shown on the executed Public Works Agreement (PWA) shall purchase and maintain the insurance coverages listed herein.

    1.2   <u>Certificate of Insurance</u>: Before starting work identified in the PWA, the Applicant shall provide Baltimore County, Maryland with a Certificate of Insurance on forms provided by the County, evidencing the required coverages.

    1.3   <u>Baltimore County as Insured</u>: The liability coverage required must include Baltimore County, Maryland as a named additional insured.

    1.4   <u>Applicant's Responsibility</u>: The providing of any insurance herein does not relieve the Applicant of any of the responsibilities or obligations the Applicant has assumed in the PWA or for which the Applicant may be liable by law or otherwise.

    1.5   <u>Failure to Provide Insurance</u>: Failure to provide and continue in force the required insurance shall be considered nonperformance under the terms and conditions of the PWA.

2.0   INSURANCE COVERAGES

    2.1   <u>General Liability Insurance</u>

        2.1.1   Minimum Limits of Coverage:
        Bodily Injury Liability
            $1,000,000 each occurrence;

        Property Damage Liability
            $500,000 each occurrence;

        <u>OR</u>

        Bodily Injury Liability and Property Damage Liability Combined
            $1,000,000 each occurrence

        2.1.2   Such insurance shall protect the Applicant from claims which may arise out of, or result from, the Applicant's operations under the PWA, whether such operations be by the Applicant, or anyone directly or indirectly employed by the Applicant, or anyone, including independent contractors, for whose acts any of the above may be liable.

        2.1.3   Minimum Coverages to be Included:
            Independent Applicant's coverage;
            Completed Operations and Products Liability coverage; and
            Contractual Liability coverage.

        2.1.4   Damages Not to be Excluded:
        Such insurance shall contain no exclusions applying to operations by the
        Applicant, or anyone directly or indirectly employed by the Applicant, in the performance of the
        PWA pertaining to:
            (1) Collapse of, or structural injury to, any building, roads, or
                structures;
            (2) Damage to underground property; or
            (3) Damage arising out of blasting or explosion.

BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS FOR PROJECTS HAVING A PUBLIC WORKS AGREEMENT

INSURANCE COVERAGES (Continued)

3.0   HOLD HARMLESS CLAUSE

The APPLICANT shall protect, hold free and harmless, defend and indemnify BALTIMORE COUNTY (including its officials, officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorneys' fees) resulting from INJURY TO, OR DEATH OF, ANY PERSON OR DAMAGE TO PROPERTY OF ANY KIND, which injury, death or damage arises out of, or is in any way connected with the performance of the work under this PWA. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of Applicant's agents or employees.

4.0   PROPERTY LOST, DAMAGED or DESTROYED

Any property or work to be provided by Applicant will remain at the Applicant's risk until written and final acceptance by Baltimore County.

CERTIFICATE OF INSURANCE

THIS FORM TO BE COMPLETED BY AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANY OR INSURANCE AGENCY

TO: Baltimore County, Maryland
Dept. of Permits and Development Management   Project _____
COB Room 125   Public Works Agreement Number No. _____
111 W. Chesapeake Avenue   Developer (as shown on PWA) _____
Towson, Maryland 21204   _____

THIS IS TO CERTIFY THAT:

1) The undersigned has received and reviewed the INSURANCE PROVISIONS of the above-numbered Public Works Agreement Number; and

2) The Applicant has insurance coverage naming Baltimore County, Maryland as an additional insured in conformity with the above provisions relating to the following:

Type of Insurance	Insurance Company	Policy Number
General Liability	_____	_____

THE UNDERSIGNED AGREES that should any of the insurance coverages indicated be canceled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions mentioned above, that thirty (30) days' advance written notice shall be given to BALTIMORE COUNTY, MARYLAND at the address shown above; EXCEPT IN THE CASE OF NON-RENEWAL, notice shall be given as soon as known, if that be less than thirty (30) days, but in no event, less than ten (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation for non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Applicant and the Public Works Agreement number.

_____
Name of Insurance Company or Agency

_____
Address

_____
City, State, Zip Code

_____
Phone No.

_____
Signature of Authorized Representative of Insurance Company or Agency

_____
Type (Print) Name

_____
Date

Rev 8-25-04